

**AMENDMENT TO
THE INTERCONNECTION AGREEMENT
BETWEEN
WISCONSIN BELL, INC d/b/a SBC WISCONSIN
AND
FIRST COMMUNICATIONS, LLC**

THIS AMENDMENT ("Amendment"), dated October 1, 2003 ("Effective Date"), is by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin¹ ("Wisconsin") and First Communications, LLC ("First"). First and SBC Wisconsin may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, SBC Wisconsin and First are certificated local exchange carriers operating in the State of Wisconsin ("State");

WHEREAS, SBC Wisconsin and First have entered into an Interconnection Agreement, effective November 3, 2002, as may have been amended (the "Agreement"), pursuant to Section 251(c) of the Telecommunications Act of 1996, which establishes, among other things, the rates, terms and conditions for interconnection of their respective networks for the exchange of local telecommunications traffic between the Parties' respective networks;

WHEREAS, the Parties have agreed to modify the Agreement with respect to First's intrastate, intraLATA access rates;

WHEREAS, the Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions currently contained in the Agreement. This Amendment shall also be incorporated into and become a part of, by exhibit, attachment or otherwise, any future interconnection agreement between the Parties, whether negotiated, arbitrated, or arrived at through the exercise of Section 252(i) "Most Favored Nation" (MFN) rights through January 1, 2005. Any inconsistencies between the provisions of this Amendment and other provisions of the current Agreement or future interconnection agreements described above will be governed by the provisions of this Amendment, unless this Amendment is specifically and expressly superseded by a future amendment between the Parties.

NOW THEREFORE, in consideration of the premises set forth above and the mutual terms and conditions contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into and made a part of this Agreement.
2. **First Intrastate Access Rates.** Notwithstanding anything contained herein to the contrary, in order for SBC Wisconsin to receive the rates described below, the SBC Wisconsin network must be directly interconnected with the First network and maintain minimum Volume Commitments as described below:

Volume Commitments

Minimum Total Intrastate, IntraLATA Toll Minutes of Use

Wisconsin: 2 million minutes of use in the preceding six months

If SBC Wisconsin meets the Minimum Total Intrastate, IntraLATA Toll Minutes of Use for the preceding six months, then SBC Wisconsin shall be entitled to the access rates described below for the next six months. If SBC Wisconsin fails to meet the Minimum Total Intrastate, IntraLATA Toll Minutes of Use, the Parties agree to renegotiate the rates for next six months. Total Intrastate, IntraLATA Toll Minutes of Use will be calculated on a semi-annual basis, in September and March of each year.

¹ Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc.

- a. From October 1, 2003 through December 31, 2003, the terminating intraLATA intrastate access rate for switched intrastate intraLATA toll service traffic and the originating access rate for switched toll-free intraLATA intrastate service in the State shall be First's tariffed intraLATA intrastate switched access rate for such traffic in effect on the Effective Date of the Amendment less one-half of such intraLATA intrastate switched access rate. The parties agree that the appropriate rates derived by this formula are:

Wisconsin: \$0.014613 per minute of use

- b. After December 31, 2003, First agrees that the rate First charges SBC Wisconsin for terminating intraLATA intrastate access rate for switched intrastate intraLATA toll service traffic and the originating access rate for switched toll-free intraLATA intrastate service will mirror SBC Wisconsin's tariffed access rate for switched intrastate traffic.

3. **Billing Records.** Although SBC Wisconsin disputes any obligation to do so, in an effort to facilitate more accurate billing, SBC Wisconsin agrees that by the 15th calendar day each month, SBC Wisconsin will transmit to First summary record detail for UNE-P originated traffic destined for First in the states of Wisconsin, Illinois, Michigan and Indiana ("Billing Records"). The format of such Billing Records shall be at SBC Wisconsin's discretion but shall include, the following: state, company identifier, date, originating and terminating WTN, and volume. In the event SBC Wisconsin provides such records to First by the 15th calendar day of the month, First shall credit SBC Wisconsin for any such usage on the immediately following invoice. In the event First receives such information after the 15th calendar day of the month, First shall make every reasonable effort to credit SBC Wisconsin for such usage on the immediately following invoice. If, in First's reasonable opinion, the delayed receipt of such records makes it impossible for First to credit SBC on the immediately following invoice, credit will be issued on the next succeeding invoice.

4. Except as specifically and expressly modified herein, all other terms and conditions of the underlying Agreement shall remain unchanged.

5. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving and each Party hereby expressly reserves any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement with respect to any orders, decisions, legislation or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, *et al*, 535 U.S. 467 (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA decision"); the FCC's Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002); and/or the Public Utilities Act of Illinois. By entering into this amendment, neither party waives any right to contest any decision in or make any argument in any of the proceedings stated above, or in any proceedings related to the proceedings stated above. To the extent that court decisions or regulatory rulings materially change the law underlying this amendment, the parties agree to negotiate in good faith conforming amendments to bring this amendment into compliance with applicable law. In the event that the parties are unable to arrive at such a conforming agreement by mutual agreement, the dispute resolution provisions of the agreement may be invoked by either party to reach resolution of the issue.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

First Communications, LLC

By: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin by SBC
Operations, Inc., its authorized agent**

By: _____

Name: _____
(Print or Type)

Title: *For/* President – Industry Markets

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____